

02940067pa



IN THE UNITED STATES PATENT AND TRADEMARK OFFICE

In re patent application of:

Helen Fillmore et al.

Serial No. 09/850,199 ✓

Group Art Unit: 16434

Filed: 05/08/2001

Examiner: Fredman

For: ***"ESTABLISHMENT OF CELL LINES WITH PERSISTENT EXPRESSION  
OF A GREEN FLUORESCENT PROTEIN (GFP) USING A pIRES/EGFP  
DNA VECTOR CONSTRUCT"***

Commissioner for Patents

P.O. Box 1450

Alexandria, VA 22313-1450

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TERMINAL DISCLAIMER

Dear Sir:

The undersigned represents that he is an attorney of record in the above-identified patent application and has authority to execute this terminal disclaimer on behalf of the applicant.

A check is attached for \$55 to satisfy the fee for entry of this terminal disclaimer. If any additional fees are required for entry of this terminal disclaimer, the Commissioner is authorized to charge attorney's deposit account 50-2041.

Virginia Commonwealth University represents that it is the owner of the entire right, title and interest of U.S. Patent No. 6,316,181 and the above identified patent application by virtue of an assignment of rights from inventors Helen Fillmore, William C. Broaddus, John S. Shurm, Jr., and George T. Gillies, as was filed in the USPTO on 09/25/2001, a copy of which is attached.

Virginia Commonwealth University hereby disclaims the terminal part of any patent

granted on the above-identified application which would extend beyond the expiration date of U.S. Patent No. 6,316,181 and hereby agrees that any patent so granted on the above-identified application shall be enforceable only for and during such period that the legal title to said patent shall be the same as the legal title to U.S. Patent No. 6,316,181, this agreement to run with any patent granted on the above-identified application and to be binding upon the grantee, its successors or assigns.

Virginia Commonwealth University does not claim any terminal part of any patent granted on the above-identified U.S. Patent Application prior to the expiration date of the full statutory term as presently shortened by any terminal disclaimer as to U.S. Patent No. 6,316,181 in the event that said U.S. Patent No. 6,316,181 later: expires for failure to pay a maintenance fee, is held unenforceable, is found invalid, is statutorily disclaimed in whole or terminally disclaimed under 37 C.F.R. 1.321(a), has all claims canceled by a reexamination certificate, or is otherwise terminated prior to the expiration of its statutory term as shortened by any terminal disclaimer of the terminal portion of the statutory term of any patent issuing on application other than the aforementioned U.S. Patent No. 6,316,181, except for the separation of legal title as stated above.

I hereby declare that all statements made herein of my own knowledge are true and that all statements made on information and belief are believed to be true; and further, that these statements are made with the knowledge that willful false statements and the like so made are punishable by fine or imprisonment, or both, under Section 1001, title 18 of the United States Code, and that such willful false statements may jeopardize the validity of the application or any patent issuing thereon.

Date: December 3, 2003

By: Michael E. Whitham

Michael E. Whitham  
Whitham, Curtis & Christofferson  
11491 Sunset Hills Road; Suite 340  
Reston, Virginia 20190  
703-787-9400

Docket No.: 99-83

**COPY****ASSIGNMENT**

WHEREAS, We, Hellen Fillmore, William C. Broadus, John S. Shurm, Jr. and George T. Gillies, have invented certain new and useful improvements in an invention entitled ESTABLISHMENT OF CELL LINES WITH PERSISTENT EXPRESSION OF A GREEN FLOURESCENT PROTEIN (GFP) USING A PIRES/EGFP dna vector construct for which a United States Letters Patent Application was filed on MAY 8, 2001 and has been assigned Serial No: 09/850,199; and

WHEREAS, Virginia Commonwealth University, a corporate instrumentality of the Commonwealth of Virginia, hereinafter referred to as UNIVERSITY, is desirous of acquiring certain rights thereunder; and

WHEREAS, the invention was made using facilities and resources controlled by the UNIVERSITY; and

WHEREAS, Virginia Commonwealth University's Intellectual Properties Policy, which applies to us as an employee of Virginia Commonwealth University pursuant to Section 23-4.3.8 of the CODE OF VIRGINIA, provides among other things, that inventions made using facilities and resources controlled by the UNIVERSITY become the property of the UNIVERSITY and that UNIVERSITY employees-inventors are obligated to assign their rights in the invention and any patent application(s) and any patent(s) issued thereon to the UNIVERSITY;

NOW, THEREFORE, for one dollar (\$1.00) and other good and valuable consideration, receipt of which is hereby acknowledged, we agree to and do hereby sell, assign and transfer unto said UNIVERSITY the entire right, title, and interest in and throughout the United States of America (including its possessions and dependencies) and all countries foreign thereto, in and to said invention (whether patentable or not), of any country, which have been or may be granted on said invention or any part thereof, or any divisional, substitute, continuation-in-whole- or in part, renewal, reissue or other patent application based thereon, and based upon said invention, together with the right of said UNIVERSITY to apply for such patent in its own name in all countries of the world where such is permissible by law, and the right to claim the benefit of the priority right provided by the International convention of 1883, as amended to date, and any such priority right;

TO BE HELD AND ENJOYED BY said UNIVERSITY, its successors and assigns, to the full ends of the respective terms for which said patents or any of them have been or may be granted as fully and entirely as the same would have been held and enjoyed by me had no sale and assignment of said interest been made;

AND WE do hereby authorize and request the Commissioner of Patents of the United States of America to issue any and all United States Patents which may be granted upon said invention or any part thereof, to said UNIVERSITY;

AND WE hereby agree for myself, and for my heirs, executors and

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administrators, to execute without further consideration any further lawful documents and any further assurances, and any divisional, continuation-in-whole or in part, substitute, renewal, reissue, or other applications for patents for any country that might be deemed necessary by said assignee fully to secure to said assignee its interest as aforesaid in and to said invention or any part thereof, and in and to said several patents or any of them;

AND in addition we agree that any and all royalties, rents, payments or any receipts from the sale, assignment, transfer, licensing or use of said invention, whether patented or not, which are received by the said UNIVERSITY shall be the property of the UNIVERSITY with the understanding that I will receive a percentage of said royalties, rents, payments, or receipts pursuant to and in accordance with the Virginia Commonwealth University Intellectual Properties Policy as adopted May 20, 1988, or as amended or superseded thereafter;

AND we do hereby covenant for myself and my legal representatives and agree with said UNIVERSITY, its successors and assigns that we have granted no right or license to make, use or sell said invention to anyone except said UNIVERSITY, that prior to the execution of this deed my right, title and interest in said invention has not been otherwise encumbered, and that I have not executed and will not execute any instrument in conflict herewith.

Executed this 8<sup>th</sup> day of August, 2001.

[Signature]  
Witness

[Signature]  
Hellen Fillmore  
Helen #

Executed this 13<sup>th</sup> day of August, 2001.

[Signature]  
Witness

[Signature]  
William C. Broadus

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Executed this 21 day of August, 2001.

Clara Ann Smith  
Witness

John S. Shurm, Jr.  
John S. Shurm, Jr.

Executed this 17<sup>th</sup> day of August, 2001.

Clara Ann Smith  
Witness

George T. Gillies  
George T. Gillies